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RECORDATION NO. 12339-B  
..... Filed 1425

OCT 14 1982-3 33 PM

INTERSTATE COMMERCE COMMISSION

October 14, 1982

\*NOT ADMITTED IN THE DISTRICT OF COLUMBIA  
PRACTICE LIMITED TO FEDERAL MATTERS

CABLE ADDRESS: VERLIP  
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2-287A150

No. \_\_\_\_\_  
Date OCT 14 1982  
Fee \$ 10.00  
ICC Washington, D.C.

RECEIVED  
OCT 14 3 48 AM '82  
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FEE OPERATION BR.

Mrs. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
12th St. & Constitution Ave., N.W.  
Washington, D.C. 20423

Re: Recordation of Amendment Number 1 to  
Railroad Equipment Leasing Agreement

Dear Mrs. Mergenovich:

Transmitted herewith are the original and two certified true copies of Amendment No. 1 to Railroad Equipment Leasing Agreement dated October 1, 1982 between New England Merchants Funding Corporation, Lessor, and Providence and Worcester Railroad Company, Lessee, with the following attached appendices: Exhibit A-1; Schedule No. 2; Individual Leasing Record No. 2; Exhibit C-1; Exhibit D-1; and Voluntary Termination Rider.

The enclosed documents constitute an amendment to the Railroad Equipment Leasing Agreement dated October 9, 1980 and recorded at 10:05 a.m. on October 23, 1980, bearing Recordation No. 12339.

The transaction represented by Amendment No. 1 to Railroad Equipment Leasing Agreement, and attached appendices, is an equipment lease under which Providence and Worcester Railroad Company is leasing one (1) General Motors 2000 H.P. diesel-

*Paula-Jean Gockley*  
*Country Club*

Mrs. Agatha L. Mergenovich  
October 14, 1982  
Page Two

electric locomotive, AAR Mechanical Designation GT 38-2, Road No. 2009, Serial No. 827002-1, from New England Merchants Funding Corporation, Lessor.

The names and addresses of the parties to the transaction are as follows:

New England Merchants Funding Corporation  
50 Milk Street  
P. O. Box 2332  
Boston, Massachusetts 02107

Providence and Worcester Railroad Company  
One Depot Square  
Woonsocket, Rhode Island 02895

In accordance with 49 C.F.R. 1116.3(d), a check in the amount of \$10 made payable to the Commission is enclosed in payment of the filing fee.

Very truly yours,



Robert R. Brinker  
Attorney for  
Providence and Worcester  
Railroad Company

RRB/bjp  
Enclosures

**Interstate Commerce Commission**  
Washington, D.C. 20423

10/14/82

OFFICE OF THE SECRETARY

**Robert R. Brinker, Atty.**  
**Verner, Lillfert, Bernhard & McPherson**  
**Suite 1100, 1660 L. Street, N.W.**  
**Washington, D.C. 20036**

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **10/14/82** at **3:55pm**, and assigned re-  
recording number(s). **12339-B**

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

SE-30  
(7/79)

AMENDMENT NO. 1

to

RAILROAD EQUIPMENT LEASING AGREEMENT  
STATE COMMERCE COMMISSION

RECORDATION NO. 12339-B  
Filed 1425

OCT 14 1982-3 3:30 PM

This Amendment, dated October / , 1982, to Railroad Equipment Leasing Agreement dated as of October 9, 1980 (together with all Exhibits, Schedules and Addenda thereto called the "Lease") between New England Merchants Funding Corporation, as Lessor ("Lessor") and Providence and Worcester Railroad Company, as Lessee ("Lessee").

W I T N E S S E T H:

WHEREAS, Lessor has agreed to lease certain additional equipment consisting of one (1) new General Motors 2000 H.P. diesel-electric locomotive to Lessee, pursuant to the terms of the Lease as hereby amended;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree to amend the Lease as follows:

1. The definition of "Schedule" appearing as paragraph 1(i) of the Lease is hereby deleted and the following definition is substituted in lieu thereof: "Schedule and any references thereto appearing herein means Schedule 1 and/or Schedule 2 attached hereto, whichever is applicable".
2. The definition of "Casualty Loss Value" appearing as paragraph 1(d) is hereby amended so that the words "and/or Exhibit C-1" are added after the words "Exhibit C" appearing in the fourth line of said paragraph.
3. The definition of "Equipment" appearing as paragraph 1(e) of the Lease is hereby amended so that the words "and/or Exhibit A-1" are added after the words "Exhibit A" appearing in the second line of said paragraph.
4. The definition of "Individual Leasing Record" appearing as paragraph 1(g) of the Lease is hereby amended so tht the word "the" appearing in the first line of said paragraph is hereby deleted and the word "any" is hereby substituted in lieu thereof.
5. The definition of "Termination Value" appearing as paragraph 1(j) of the Lease is hereby amended by adding the following words at the end thereof ";except that with respect to Equipment listed in Lease Schedule No. 2 hereto, the provisions of said Section 26 shall be amended to the extent that such provisions are contrary to the provisions set forth in the Voluntary Termination

Rider attached hereto, and to the extent that Exhibit D-1 attached hereto shall be substituted for any reference to 'Exhibit D' appearing in said Section 26."

6. The definition of "Units" appearing as paragraph 1(k) of the Lease is hereby amended by adding the words "and/or Exhibit A-1" after the words "Exhibit A" appearing in the second line of said paragraph.

7. Lease Schedule 2 to Railroad Equipment Leasing Agreement, Individual Leasing Record No. 2 relating to Lease Schedule No. 2, Exhibit A-1, Exhibit C-1 (Casualty Values), Exhibit D-1 (Termination Values) and the Voluntary Termination Rider attached hereto are hereby added to the Lease.

Except as herein amended, the terms, conditions and obligations set forth in the Lease remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective officers as of the day and year first above written.

NEW ENGLAND MERCHANTS FUNDING  
CORPORATION (Lessor)

By David A. Melcher  
(Authorized Signature)

Its VP  
(Title)

PROVIDENCE AND WORCESTER RAILROAD  
COMPANY (Lessee)

By Barbara J. Dwyer  
(Authorized Signature)

Its TREASURER  
(Title)

Exhibit A-1  
to  
Lease Schedule No. 2 dated September 29, 1982  
relating to  
Railroad Equipment Leasing Agreement dated October 9, 1980

<u>Quantity</u>	<u>Description</u>	<u>AAR Mechanical Designation</u>	<u>Road No.</u>	<u>Serial No.</u>	<u>Acquisition Cost of Unit</u>
One (1)	New General Motors 2,000 H.P. Diesel- Electric Locomotive	GP 38-2	2009	827002-1	\$724,090.00

NEW ENGLAND MERCHANTS FUNDING CORPORATION  
(Lessor)

By David A. Meekhan <sup>Jun</sup>  
(Authorized Signature)

Its VP  
(Title)

PROVIDENCE AND WORCESTER RAILROAD COMPANY  
(Lessee)

By Barbara J. Olney  
(Authorized Signature)

Its TREASURER  
(Title)

SCHEDULE 2 TO RAILROAD EQUIPMENT LEASING AGREEMENT (the "Lease")

(All capitalized terms used herein, which are not otherwise defined herein shall have the meaning given to such terms in the Lease).

Lease Term of Each Unit: ninety-six (96) full calendar months, plus any partial first calendar month.

Rent for each Unit: (a) monthly rent: an amount for each full month of the lease term equal to 1.5473% of the Acquisition Cost of each Unit, payable monthly in advance on the first day of each calendar month, commencing with the first day of the first full calendar month following the date of the Individual Leasing Record for the Unit, or commencing on the date of such Individual Leasing Record, if such date is the first day of a calendar month.

(b) partial first month's rent: an amount determined by multiplying (i) the Acquisition Cost of the Unit by (ii) .0375% by (iii) the number of days from and inclusive of the date of the Individual Leasing Record for the Unit to (but not inclusive of) the first day of the calendar month next following the date of such Individual Leasing Record; said amount to be payable on the first day of such next following calendar month.

(c) quarterly rent adjustment: in addition to the rent payable by Lessee to Lessor as specified in clauses (a) and (b) above, Lessee shall pay Lessor a rental adjustment quarterly ("Quarterly Rental Adjustment") on November 1, February 1, May 1 and August 1 of each year during the lease term of each Unit ("Quarterly Rental Adjustment Date") commencing November 1, 1982, if the prime rate of interest that Bank of New England, N.A., Boston, Massachusetts, charges its largest, most creditworthy corporate customers for 90-day commercial loans ("Prime Rate") is greater than 12% per annum on the first day of the calendar month next preceding the Quarterly Rental Adjustment Date. The Quarterly Rental Adjustment shall be for the calendar quarter commencing on the Quarterly Rental Adjustment Date for such quarter and shall be calculated in the following manner: (1) first, by determining the Prime Rate in effect on the first day of the calendar month next preceding the particular Quarterly Rental Adjustment Date for such calendar quarter; (2) second, by subtracting 12% from the sum determined in (1), and by dividing that difference by four (4); and (3) third, by multiplying the quotient determined in (2) by the Unamortized Acquisition Cost of each Unit as of the last day of (and after giving effect to the payment of rent actually received by Lessor for) the calendar month next preceding the particular Quarterly Adjustment Date for the calendar quarter as to which such Quarterly Rental Adjustment is being made. In the case only of the Quarterly Rental Adjustment to be made on November 1, 1982 the Unamortized Acquisition Cost shall be determined as of, and after giving effect to the payment of rent actually received by Lessor on, November 1, 1982. The Quarterly Rental Adjustment for each calendar quarter shall be due and payable on

the Quarterly Rental Adjustment Date for such quarter. As used herein the term Unamortized Acquisition Cost with respect to any Unit as of the last day of any full calendar month during the lease term of such Unit (and after giving effect to the payment of rent actually received by Lessor for such month) means an amount equal to that percentage of the Acquisition Cost of such Unit as is set forth on Exhibit B attached hereto opposite such month.

Maximum Lessor's Cost: \$724,090.00

Acquisition Expiration

Date: December 15, 1982

Late Charge Rate Per

Annum: 18%

Balance Sheet Date:

June 30, 1982

Public Liability Insurance: \$5,000,000.00 per occurrence

NEW ENGLAND MERCHANTS FUNDING CORPORATION (Lessor)

Attest:

Walter B. Collins  
Assistant Clerk

(Corporate Seal)

By David A. Mehan  
Its Vice President  
(Title)

PROVIDENCE AND WORCESTER RAILROAD COMPANY (Lessee)

Attest:

Joseph R. DeStefano  
Secretary

(Corporate Seal)

By Barbara J. Meyer  
Its TREASURER  
(Title)

INDIVIDUAL LEASING RECORD NO. 2, DATED OCTOBER 6, 1982  
relating to Lease Schedule No. 2 dated December 29, 1982  
under

RAILROAD EQUIPMENT LEASING AGREEMENT dated as of October 9, 1980 (the "Lease")  
between New England Merchants Funding Corporation, as lessor ("Lessor")  
and Providence and Worcester Railroad Company, as lessee ("Lessee").

1. Unit of Equipment

Lessee hereby certifies that the Unit described below (the "Leased Unit") has been delivered to the location indicated below, inspected by Lessee, found to be in good working order, repair and condition, and unconditionally accepted as a Unit of Equipment under the Lease on the date hereof. Lessor and Lessee hereby agree that the Leased Unit is leased under, and subject to all of the terms, conditions and provisions of, the lease as of the date hereof.

Manufacturer of Leased Unit: General Motors Corporation  
Description of Leased Unit: One (1) New 2,000 H.P. Diesel-Electric Locomotive  
AAR Mechanical Description: GP 38-2  
Road No.: 2009  
Serial No.: 827002-1  
Location of Leased Unit: Valley Falls, Rhode Island  
Total Acquisition Cost Of Leased Unit: \$724,090.00  
Lease Term of Leased Unit: ninety-six (96) full calendar months (plus partial first month, if this Individual Leasing Record is dated other than the first day of a calendar month) commencing on the date hereof and ending on October 31, 1990.

Rent for Leased Unit:

- (a) for each full calendar month of lease term: \$11,203.84 (plus applicable sales/use tax), commencing on November 1, 1982.
- (b) for partial first month of lease term: \$7,059.78 (plus applicable sales/use tax).
- (c) quarterly rental adjustment commencing November 1, 1982: as specified in Schedule 2 to the Lease.

2. Representations by Lessee

Lessee hereby represents and warrants to Lessor that on the date hereof:

(1) The representations and warranties of Lessee set forth in the Lease are true and correct in all material respects as though made on and as of the date hereof.

(2) Lessee has satisfied or complied with all requirements set forth in the Lease (including the delivery of any certificate required therein) to be satisfied or complied with on or prior to the date hereof.

(3) No Event of Default under the Lease has occurred and is continuing.

(4) Lessee has obtained, and there are in full force and effect, such insurance policies with respect to each Leased Unit accepted pursuant hereto as are required to be obtained under the terms of the Lease.

Dated the date set forth above.

NEW ENGLAND MERCHANTS FUNDING CORPORATION  
(Lessor)

By David A. Meehan  
(Authorized Signature)

Its VP  
(Title)

PROVIDENCE AND WORCESTER RAILROAD COMPANY  
(Lessee)

By Barbara J. Meyer  
(Authorized Signature)

Its TREASURER  
(Title)

Lease Schedule No. 2 dated September 29, 1982, relating to  
 Railroad Equipment Leasing Agreement dated October 9, 1980

Calendar Month No.	Percentage of Acquisition Cost (after payment of rent for corresponding month)	Calendar Month No.	Percentage of Acquisition Cost (after payment of rent for corresponding month)
Prior to Month No.1	100.00	49	65.69
1	99.89	50	64.74
2	99.41	51	63.78
3	98.94	52	62.81
4	98.46	53	61.84
5	97.97	54	60.85
6	97.48	55	59.85
7	96.98	56	58.85
8	96.48	57	57.84
9	95.97	58	56.81
10	95.46	59	55.78
11	94.94	60	54.74
12	94.42	61	53.69
13	93.89	62	52.63
14	93.36	63	51.56
15	92.82	64	50.47
16	92.27	65	49.38
17	91.72	66	48.28
18	91.17	67	47.17
19	90.45	68	46.05
20	89.74	69	44.91
21	89.01	70	43.77
22	88.28	71	42.62
23	87.54	72	41.45
24	86.79	73	40.28
25	86.04	74	39.09
26	85.28	75	37.89
27	84.51	76	36.68
28	83.74	77	35.45
29	82.95	78	34.23
30	82.16	79	32.99
31	81.37	80	31.74
32	80.56	81	30.47
33	79.75	82	29.19
34	78.93	83	27.90
35	78.11	84	26.60
36	77.27	85	25.29
37	76.42	86	23.96
38	75.57	87	22.62
39	74.72	88	21.27
40	73.85	89	19.91
41	72.98	90	13.53
42	72.09	91	17.14
43	71.20	92	15.74
44	70.31	93	14.32
45	69.40	94	12.90
46	68.48	95	11.45
47	67.56	96	10.00
48	66.63		

NEW ENGLAND MERCHANTS FUNDING CORPORATION  
 By David A. Meenan (Lessor)  
 Its VP

PROVIDENCE AND WORCESTER RAILROAD COMPANY  
 By Barbara J. Meyer (Lessee)  
 Its TREASURER



VOLUNTARY TERMINATION RIDER

Notwithstanding Provision 26 of the Railroad Equipment Leasing Agreement (the "Lease") dated as of October 9, 1980 between New England Merchants Funding Corporation (Lessor") and Providence and Worcester Railroad Company ("Lessee"), this rider is annexed to Lease Schedule No. 2 dated September 29, 1982, (the "Schedule") to, and is hereby incorporated by reference in the Lease.

So long as no Event of Default has occurred and is continuing under the Lease, Lessee may, upon at least ninety (90) days prior written notice to Lessor, terminate the lease term of all, but not less than all, of the Schedule Leased Unit upon payment to Lessor, in good funds, of an amount equal to the sum of (a) the Termination Value (hereinafter defined) of the Schedule Leased Unit as of the last day of the calendar month in which such termination occurs, plus (b) all accrued and unpaid rent for the Schedule Leased Unit through the last day of such calendar month, plus (c) any sales or excise taxes on or measured by such sale. The Termination Value of each item of the Schedule Leased Unit, as of the last day of any calendar month, shall be an amount determined pursuant to the Schedule of Termination Values attached hereto.

All terms used herein which are not defined herein shall have the meaning given to such terms in the Lease.

Dated: September 29, 1982

New England Merchants Funding Corporation

By David A. Meekins <sup>HW</sup>  
(Authorized Signature)

Its VP  
(Title)

Providence and Worcester Railroad Company

By Barbara J. Meyer  
(Authorized Signature)

Its TREASURER :  
(Title)

ATTEST: Joseph R. Steffens  
Clerk/Secretary, of corporate  
Lessee)

ACKNOWLEDGMENT

STATE OF RHODE ISLAND )  
 ) ss.:  
COUNTY OF PROVIDENCE )

On this 1<sup>ST</sup> day of OCTOBER 1982, before me personally appeared BARBARA J. DREYER, to me personally known, who being by me duly sworn, says that she is TREASURER of Providence and Worcester Railroad Company that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Marguerite F. Woods  
Notary Public  
Marguerite F. Woods

[Notarial Seal]

My Commission Expires:  
JUNE 30, 1986

COMMONWEALTH OF MASSACHUSETTS )  
 ) ss.:  
COUNTY OF SUFFOLK )

On this 1<sup>th</sup> day of October 1982, before me personally appeared David A. Meekam, to me personally known, who being by me duly sworn, says that he is Vice President of New England Merchants Funding Corporation that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Robert R. Guss  
Notary Public

[Notarial Seal]

My Commission Expires:  
August 26, 1988

District of Columbia, ss:

CERTIFICATION OF TRUE COPY

I hereby certify that on this 14th day of October, 1982, I have compared the attached copy of Amendment No. 1 to Railroad Equipment Leasing Agreement, and attached appendices, to the original document, and that the attached copy is a true and correct copy in all respects.

Barbara J. Glade  
Notary Public

My Commission  
expires: July 15, 1986